



MEMORANDUM OF UNDERSTANDING

between the

DEPARTMENT OF THE INTERIOR

and

CIVIL AIR PATROL

22 November 1992

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and

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Article I. Purpose

This Memorandum of Understanding (MOU) prescribes the procedures and guidelines for cooperation and support between the Department of the Interior (DOI) and the Civil Air Patrol.

Article II. Definitions

This support Agreement is entered into by the Civil Air Patrol, pursuant to authority contained in 36 USC 201-208. The Department of the Interior enters into this Agreement under 43 U.S.C. Section 1733, authorizing the Secretary of the Interior to enforce federal laws and regulations relating to the public land or resources. The term Department of the Interior (DOI) encompasses all subordinate bureaus, services, and offices to include the Bureau of Land Management, National Park Service, Bureau of Indian Affairs, Fish and Wildlife Service, Bureau of Reclamation, Bureau of Mines, Office of Surface Mining, United States Geological Survey, Minerals Management Service, and the Office of the Secretary.

The term bureau includes any major component of the Department of the Interior such as National Park Service, Fish and Wildlife Service, Bureau of Land Management, United States Geological Survey, Bureau of Indian Affairs, etc.

The term Civil Air Patrol (CAP) refers to the Civil Air Patrol, Inc. The Civil Air Patrol, Inc. is a federally chartered corporation under Title 36 U.S.C. Sections 201-208 and a volunteer civilian auxiliary of the United States Air Force.

Article III. Program

The Department of the Interior manages 506 million acres, approximately 69 percent of the Federal lands in the United States, and it is within the context of this responsibility that natural and cultural resource management activities are conducted with other agencies and organizations to effect economies, maximize effectiveness, and promote the efficient administration of public lands. Such actions are compatible with mandated and discretionary authorities provided by executive decision and Congressional authorizations.

Due to the roadless expanse of the public lands, aerial surveillance and aircraft support are primary tools in the management and administration of Federal lands.

The CAP agrees to provide aircraft and aircrews to assist DOI bureaus by participating in reconnaissance/observation flights on a mutually agreed flight track over lands managed by the DOI bureaus. All CAP missions will be flown as CAP operational missions in accordance with CAP directives.

Article IV. Procedures

1. Notice of intended missions will be forwarded by the requesting agency to the CAP as far in advance as possible, but not less than 24 hours prior to the requested activity. CAP support to a DOI bureau is provided on an "as available" basis. Emergency missions have priority over DOI requested missions, pursuant to this Agreement.

2. Command and control of CAP resources remain within the CAP at all times. Any party to this Agreement may suspend a mission in the event unsafe operational conditions exist.

3. A DOI Bureau Manager with operational requesting authority who has the authority to commit agency resources will issue a mission number for each flight. This assignment of the mission number to the CAP commits the Bureau to reimbursement for expenses as stipulated in Article VI.

4. CAP operations in support of this MOU are Air Force-assigned missions, but not Air Force reimbursable. For purposes of the CAP, such missions shall be released under mission symbol "B7" and use "AF-7" as the mission number in accordance with CAP Regulation 60-1.

5. The CAP shall provide the DOI Bureau a detailed mission report containing their observations and total flying time within 24 hours of completion of mission.

Article V. Limitations

1. DOI Bureau employees shall not fly in CAP aircraft under this agreement.
2. CAP assistance is restricted to reconnaissance/observation flight. CAP ground teams shall not participate in this mission.
3. Except for enroute flights to and from the operating area, missions will be flown in daylight, visual meteorological conditions (VMC) only.
4. Providing higher minimum altitudes are not specified by the Federal Aviation Administration, flights over designated wilderness areas will not be below an altitude of 2,000 feet above the land (AGL) unless authorized by the manager having land management responsibility, but in no case below 500 feet AGL.
5. As a minimum, CAP aircrews flying in support of DOI shall be current and qualified as a SAR/DR mission Pilot or Observer/Scanner (as applicable) in accordance with CAP regulations 55-1 and 60-1.
6. All DOI bureau support missions will be flown in CAP corporate aircraft.
7. Because of the Air Force-assigned mission status, Posse Comitatus statutes apply.
 - (a) The CAP may engage in the reconnaissance of property, but may not engage in the surveillance of persons.
 - (b) CAP members may not be deputized and shall not be armed while supporting missions.
 - (c) CAP members may not physically participate in arrest or detention procedures, or search and seizure of evidence.
8. During the time the CAP is performing an Air Force assigned mission under this MOU, CAP and its members are covered for liability by the Federal Tort Claims Act (FTCA) and CAP members 18 years and older are covered by the Federal Employees Compensation Act (FECA).

Article VI. Reimbursement

The DOI Bureau Manager requesting CAP services and the authorized CAP wing representative (with the concurrence of the responsible Wing/Region Commander) will mutually agree on rates for each flight hour. The request will be made in writing prior to the date the mission is flown. The written request will specify the rate at which the DOI bureau will be charged.

Reimbursement for the use of CAP aircraft will be accomplished utilizing Form OAS-23, Aircraft Use Report, and payment procedures prescribed by the Department of the Interior's Office of Aircraft Services. Instructions for proper completion of Form(s) OAS-23 are contained in the OAS-23 booklet. A copy of the written request citing the mutually agreed-on charge rate and the original Form(s) OAS-23 shall be submitted at the completion of service to:

Office of Aircraft Services
P. O. Box 15428
Boise, ID 83715-5428

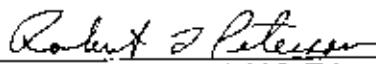
Article VII. Amendment, Agreement Period, and Termination

This Memorandum of Understanding shall become effective upon the signature of all involved parties and remains in effect until terminated. Any party may terminate this Agreement upon presentation of a written notice to the other party. The provisions of this MOU may be amended at any time upon mutual agreement of both parties. Any party to this Agreement may terminate the MOU by sending a 60-day advance written notice to the other parties.

SIGNATURES


WARREN J. BARRY, Brig Gen, CAP
National HQ CAP, Commander

(date) 11-22-92


ROBERT L. PETERSON, Director
Department of the Interior
Office of Aircraft Services
(date) 11-16-92


RONALD T. SAMPSON, Colonel, USAF
HQ CAP-USAF, Commander
Maxwell AFB, AL 36112-5572

(date) 11-22-92